

22. Approve Amendment #1 to PS-595-01/BJC – Design and Environmental Permitting Services for Cross Seminole Trail North with Inwood Consulting Engineers, Inc., Oviedo (\$14,293.92).

PS-595-01/BJC provides for the design and environmental permitting services for Cross Seminole Trail North. Amendment #1 will provide for revisions to the construction plans required by FDEP, Bureau of Waste Cleanup, due to arsenic found within the trail corridor. The additional cost for the revisions is \$14,293.92. The following is a summary of the cost of the contact:

| | |
|-----------------------|------------------|
| Original Contract Sum | \$250,000.00 |
| Amendment #1 | <u>14,293.92</u> |
| Revised Contract Sum | \$264,293.92 |

Funds are available in account 077533-56068000 (Trails Development 2001, Construction and Design), CIP #DI50291X. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute Amendment #1.

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**FIRST AMENDMENT TO ENVIRONMENTAL PERMITTING SERVICES (PS-595-01/BJC)
CROSS SEMINOLE TRAIL NORTH**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 17th day of January, 2002 between **INWOOD CONSULTING ENGINEERS**, whose address is 2504 Lake Lynda Drive, Suite 410, Orlando, Florida 32817, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONSULTANT and COUNTY entered into the above-referenced Agreement on January 17, 2002 for design and environmental permitting services for the Cross Seminole Trail North; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fee not to exceed the sum of TWO HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED NINETY-THREE AND 92/100 DOLLARS (\$264,293.92). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated fee amount stated above. Compensation

shall be paid to the CONSULTANT at the rates as indicated in Exhibit "B," attached, "Rate Schedule".

(b) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on percentage of total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

2. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A," attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

INWOOD CONSULTING ENGINEERS

ALEX D. DEWITT, Secretary

By: _____
ALEX B. HULL, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
12/18/03
lam-ps-595

Attachment:

Exhibit "A" - Scope of Services

SUPPLEMENTAL No. 1

ENGINEERING SERVICES FEE PROPOSAL

Project Name: Cross Seminole Trail North
 Description: Design Changes due to DEP Requirements
 Prepared By: Derek Dean
 Date: 11-03-03

SUMMARY

| Activity | Project Manager | | Senior Engineer | | Project Engineer | | Designer | | TOTAL | | |
|--|-----------------|-------------|-----------------|-------------|------------------|-------------|----------|-------------|----------------------|--------------------------|---------------------|
| | Manhours | Hourly Rate | Manhours | Hourly Rate | Manhours | Hourly Rate | Manhours | Hourly Rate | Manhours by Activity | Salary cost for Activity | Average Hourly Rate |
| Task I - Roadway Plans Update | 16 | \$109.49 | 8 | \$94.84 | 24 | \$73.90 | 12 | \$54.73 | 60 | \$4,940.92 | \$82.35 |
| Task II - Update Quantities | 8 | \$109.49 | 8 | \$94.84 | 8 | \$73.90 | 8 | \$54.73 | 32 | \$2,663.68 | \$83.24 |
| Task III - Re-Issue Final Deliverables | 12 | \$109.49 | 0 | \$94.84 | 4 | \$73.90 | 8 | \$54.73 | 24 | \$2,047.32 | \$85.31 |
| | | | | | | | | | | | |
| | 36 | \$3,941.64 | 16 | \$1,517.44 | 36 | \$2,660.40 | 28 | \$1,532.44 | 116 | \$9,651.92 | \$83.21 |

| Check Appropriate Box | Total Contract Fee Computation |
|---|---|
| <p>(X) Initial Estimate</p> <p>() Revised Estimate No. 1</p> <p>() Revised Estimate No. 2</p> <p>If revised estimate, give reasons for revisions:</p> | <p>(a) Total Activity Salary Costs \$9,651.92</p> <p><u>Subconsultants</u></p> <p>IDA \$3,543.00</p> <p>MDA \$1,099.00</p> <div style="border: 1px solid black; padding: 5px; text-align: right;"> TOTAL MAXIMUM FEE \$14,293.92 </div> |